

**DISTRICT OF COLUMBIA COURTS
SOLICITATION, OFFER AND AWARD
FOR SUPPLIES, OR SERVICES**

ISSUED BY: DISTRICT OF COLUMBIA COURTS
ADMINISTRATIVE SERVICES DIVISION
PROCUREMENT AND CONTRACTS BRANCH
616 H STREET, N.W., ROOM 622
WASHINGTON, D.C. 20001

DATE ISSUED: (TO BE INSERTED BY ASD)

OPENING DATE: 05/25/2023
OPENING TIME:

SOLICITATION NUMBER: DCSC-23-RFP-106

CLOSING DATE: 06/13/2023
CLOSING TIME: 3:00 P.M.

OFFER/BID FOR: Yoga Instruction for DC Courts Employees

MARKET TYPE: Open Market

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OFFER (TO BE COMPLETED BY OFFEROR) Note: In sealed bid solicitations “Offer” and Offeror” mean Bid” and Bidder.”

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.			
OFFEROR Name: Street: City, State: Zip Code: Area Code & Telephone Number:	Name and title of Person Authorized to Sign Offer: (Type or Print)		
	Signature <div style="text-align: right;">(Seal)</div>	Date: 	
	Impress Corporate Seal Corporate (Secretary) _____ (Seal) _____ (Attest)		

AWARD (To be completed by the District of Columbia Courts)

CONTRACT NO. _____ AWARD AMOUNT \$ _____ ACCEPTED AS TO THE FOLLOWING ITEMS: <div style="text-align: right; margin-right: 100px;">DISTRICT OF COLUMBIA</div> CONTRACTING OFFICER _____ CONTRACT PERIOD: _____ AWARD DATE _____

PART I

SECTION B: SUPPLIES OR SERVICES AND PRICE/COST

B.1 INTRODUCTION

The District of Columbia Courts Health and Wellness Committee is seeking a qualified Contractor to provide yoga instruction to Court employees. The objective of the instruction is to provide Court employees with a fitness program that is designed to improve the overall quality of their health and wellness.

- B.1.1** The Contractor shall submit a price for the Base Year + all four (4) option years for all services specified below and in accordance with the Request for Proposal (RFP). The Courts anticipate a single award as a result of the proposals received in response to this solicitation. The commencement date shall be agreed upon by the COTR and the successful Contractor no less than (5) days from the contract award date. The contract award date is the date the Contracting Officer signs the contract.

B.2 CONTRACT PRICE

- B.2.1** The Courts will award a requirements contract, effective for the periods stated in **Section B.4.1 through B.4.5 - Price Schedule**. The price shall be specified based on two sessions: a beginner level class offered one (1) time a week for 52 weeks, and an intermediate level class offered four (4) times per week for 52 weeks.

B.4 PRICE SCHEDULE

B.4.1 BASE YEAR- Date of Award through One Year

Contract Line item No. (CLIN)	Item Description	Price Per Each	Estimated Quantity	Total Estimated Price
0001	52 Week Beginner Yoga Class	\$_____	1 Class Per Week	\$_____
0002	52 Week Mixed Level Yoga Class	\$_____	4 Classes Per Week	\$_____

B.4.2 OPTION YEAR ONE

Contract Line item No. (CLIN)	Item Description	Price Per Each	Estimated Quantity	Total Estimated Price
0001	52 Week Beginner Yoga Class	\$ _____	1 Class Per Week	\$ _____
0002	52 Week Mixed Level Yoga Class	\$ _____	4 Classes Per Week	\$ _____

B.4.3 OPTION YEAR TWO

Contract Line item No. (CLIN)	Item Description	Price Per Each	Estimated Quantity	Total Estimated Price
0001	52 Week Beginner Yoga Class	\$ _____	1 Class Per Week	\$ _____
0002	52 Week Mixed Level Yoga Class	\$ _____	4 Classes Per Week	\$ _____

B.4.4 OPTION YEAR THREE

Contract Line item No. (CLIN)	Item Description	Price Per Each	Estimated Quantity	Total Estimated Price
0001	52 Week Beginner Yoga Class	\$ _____	1 Class Per Week	\$ _____
0002	52 Week Mixed Level Yoga Class	\$ _____	4 Classes Per Week	\$ _____

B.4.5 OPTION YEAR FOUR

Contract Line item No. (CLIN)	Item Description	Price Per Each	Estimated Quantity	Total Estimated Price
0001	52 Week Beginner Yoga Class	\$_____	1 Class Per Week	\$_____
002	52 Week Mixed Level Yoga Class	\$_____	4 Classes Per Week	\$_____

B.5 BACKGROUND/GENERAL

B.5.1 DC Courts (the Courts) is the court of general jurisdiction in Washington, DC and the judicial branch of the District of Columbia government. It is comprised of the Court of Appeal (DCCA), the District of Columbia Superior (DCSC), and the Court System (DCCS). The Court employs approximately 1,500 professional staff, 24 magistrate judges, and 120 associate judges. The Courts mission is to protect rights and liberties, uphold and interpret the law, and resolve disputes peacefully, fairly, and effectively in the District of Columbia.

SECTION C – DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

C.1 The District of Columbia Courts (herein after referred to as "the Courts"), is soliciting bids from qualified vendors to instruct both on-site/virtual, beginner and intermediate level yoga classes, which is defined as yoga geared to individuals who have never taken yoga and to individuals with varied levels of yoga experience.

C.1.1 Workplace Application

One of the essential goals of the course is to foster health awareness through the benefits gained from yoga, i.e., stretches muscles, strengthens the body and increases concentration.

C.1.2 Class Schedule

The Contractor shall provide one (1) beginner yoga class every Monday from 1:00 p.m. to 2:00 p.m. and four (4) intermediate/advance yoga classes every Tuesday from 1:00 p.m. to 2:00 p.m., 5:30 p.m. to 6:30 p.m., and every Thursday from 1:00 p.m. to 2:00 p.m. and 5:30 p.m. to 6:30 p.m.

C.1.3 Class Size and Composition

The class size will vary. Estimate of class size varies from ten (10) to thirty (30) participants having various backgrounds, educational and cultural experiences.

C.1.4 Place of Performance:

Classes will be conducted either virtually and/or on-site, as requested by the Courts, or the Courts will provide a suitable training area conducive to facilitating a yoga class. Classes may be held in different locations throughout the DC Courts campus locations. If classes vary in location, the instructor will be informed twenty-four (24) hours prior to the commencement of the yoga class.

C.1.5 Instructor's Class Hours, Arrival Times and Cancellation Policy:

The instructor shall arrive at least a half hour prior to the beginning of the class. The Contractor shall contact the COTR within forty-eight hours prior to the cancellation and/or instructor substitutions of any sessions.

C.1.6 Targeted Dates:

The anticipated effective date of the contract shall be determined no less than (5) calendar days from the effective of date of contract award date, the Contractor shall contact the Contracting Officer's Technical Representative (COTR) to confirm availability of the proposed schedule dates.

C.2 Course Curriculum Requirements /Lesson Plan/Personnel Qualifications

The Contractor shall develop the course content for the course(s) as specified below:

C.2.1 The classes shall be an hour in duration. The Contractor shall instruct students in accordance with the level of yoga being offered.

C.2.2 The Contractor, within thirty (30) business days from the effective date of the contract, shall provide the **Contracting Officer's Technical Representative (COTR)** with the comprehensive lesson plans and training materials for the course.

C.2.3 The Contractor shall revise its lesson plans if the material is determined by the COTR to be inadequate or if there are changes in the curriculum.

C.2.4 While each class will be based on the course description specified in Section C.1.1, the Contractor shall tailor the delivery of the various elements of the curriculum to best meet the need of the program participants. The Contractor shall confer with the COTR when determining the emphasis and length of time allotted to the delivery of each element in the course curriculum.

C.2.5 Personnel Qualifications:

The Contractor in the performance of this contract shall, at a minimum meet the experience, educational or other background requirements set forth.

1. Have three (3) or more years of teaching yoga classes.
2. Have one (1) or more years of experience teaching yoga classes to individuals at a worksite for all fitness levels, beginner to experienced.
3. Be a Certified Yoga Instructor.

C.2.5.1 The Contractor's key personnel shall have minimum of three (3) years of experience providing yoga teaching experience in a health and wellness environment.

C.2.5.2 The Courts will review and evaluate the resumes of the Contractor personnel proposed to be assigned, and if not currently employed by the Contractor, they shall provide a written agreement from the potential employee to work for the Courts, to be included in the proposal (if applicable).

C.2.6 All bidders will be required to give a yoga demonstration as a part of the interview process. Once the contract is awarded, the individual who performed the demonstration must be the same instructor that will teach the class. Any substitute instructors must be pre-approved by the COTR in advance. Valid reasons for substitutions include vacation and illness but should not be done on a routine basis.

C.2.7 All Interested Contractors may request a copy of the solicitation document from:

Keith Belle, Contract Specialist
Administrative Service Division
Procurement and Contracts Branch
700 Sixth Street, NW 12th Floor
Telephone Number: 202-879-5515
Keith.Belle@dccsystem.gov

C.3 GENERAL REQUIREMENTS:

C.3.1 The Contractor shall conduct high quality beginner level and mixed level yoga classes, demonstrating a thorough knowledge and understanding of, and the skill required to teach yoga in a diverse workplace environment.

C.3.2 Within five (5) business days of contract award, the Contractor shall contact the COTR to confirm the class schedule and points of contact.

C.3.3 In the event of unforeseen interruption or cancellation of class (e.g., the Courts closure for inclement weather), the Contractor shall immediately contact the COTR who will direct the Contractor as to what action to take regarding the remainder of the scheduled class period.

C.3.4 Postage and fees related to submitting information to the Contracting Officer and COTR (including lesson plans, handout materials forms, attendance reports, etc.) shall be paid by the Contractor.

C3.5 Travel

The Courts will not reimburse the Contractor for travel expenses to and from scheduled classes.

SECTION F - DELIVERIES AND PERFORMANCE**F.1 Term of Contract:**

- F.1.1 The term of the contract shall be for one (1) year from the date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract document.

F.2 Option to Extend the Term of the Contract:

The Courts may extend the term of this contract for four (4) one (1) year period, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

If the Courts exercise this option, the extended contract shall be considered to include this option provision. The exercise of any option under this contract is contingent upon the appropriation of funds for the respective option period. However, the availability of funds does not obligate the Courts to exercise this option year.

The offeror shall include in its **price** proposal, the **price** for the base year and all option years. Failure to submit **price** for base year and all option years may cause the Courts to exclude your offer from further consideration.

The total duration of this contract including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 Deliverables

- F.3.1 All deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the Contract Officer's Technical Representative (COTR) deliverables specified below within the designated time frames:

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 **Payments and Invoices**

G.2. The Contractor shall be compensated at the established hourly rate.

- A. Effective June 8, 2018, all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform** (IPP) System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendor's (contractor's) responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.
- B. After contract and purchase order award, in order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.
- C. Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:
1. Name and address of the Contractor
 2. The purchase order number,
 3. Invoice date,
 4. Invoice number,
 5. Name of the Contracting Officer Technical Representative (COTR),
 6. COTR email address, and Description, quality, unit of measure, and extended price of the services or supplies rendered.
- D. Once the electronic invoice has been submitted through IPP, no later than two business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract. The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

E. **Final Invoice**

The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. The Contractor must contact the COTR to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

F. **Tax Exempt**

The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

G. **Prompt Payment Act**

The Courts will pay interest (late charge) on each electronically receipted and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

G.2 In addition, the Contractor shall complete **Attachment J.9 - District of Columbia Courts Release of Claims form** and submit to the Contracting Officer.

G.3 **Audits:**

G.3.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Court and a discrepancy of overpayment is found, the Court shall be reimbursed for said overpayment within thirty (30) days after written notification.

G.4 **Contracting Officer and Contracting Officer's Technical Representative (COTR).**

G.4.1 **Contracting Officer.** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Court official authorized to contractually bind the Court through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Darlene Reynolds, CPPB
Contracting Officer
Administrative Services Division
District of Columbia Courts
700 Sixth Street, N.W., Suite 1250
Washington, D.C. 20001
Telephone Number: (202) 879-2872
Darlene.Reynolds@dccsystem.gov

G.5.2 **Contracting Officer's Technical Representative (COTR):** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

Karen S. Ellsworth
Chair, Health and Wellness Committee
Probate Legal Division
515 5th Street, NW
Telephone Number: (202)-879-9403
Karen.Ellsworth@dccsystem.gov

G.6 **Authorized Representative of the Contracting Officer.**

G.6.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

G.6.2 THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

G.3 All questions must be submitted by email no later than 3:00 PM ET, May 31, 2023.

G.4 REQUEST FOR PROPOSAL (RFP) SUBMISSION:

Eligible bidders must submit a response to this solicitation on or before close of business June 13, 2023, at 3:00 PM ET. The response must include a cover letter (limited to two (2) pages), resume and/or curriculum vitae, all relevant licensing credentials specific to the field of yoga and group exercise instruction, a list of professional references from the last three (3) years and two (2) completed Past Performance Evaluation Forms from professional references.

Offerors submitting their responses by email must their responses to the following address:

keith.belle@dccsystem.gov

G.5 GOVERING LAW:

This contract will be construed in accordance with the laws of the District of Columbia, the D.C Courts and federal government.

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 Other Contractors.

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

H.5 Publicity

The Contractor shall at all times obtain the prior written approval from the Court's Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.8 Disclosure of Information

- H.8.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.
- H.8.2 In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.
- H.8.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.
- H.8.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

H.9 Security Requirements

- H.9.1 The requirement for Contractor personnel to obtain a security clearance as designated by the Contracting Officer may arise per District of Columbia Courts security policies and procedures. The District of Columbia Courts will notify the Contractor of all such requirements as soon as practicable.

H.10. Courts' Responsibilities

- H.10.1 The Courts' staff will work with the selected Contractor to address any questions and concerns.

H.10.2 The Courts' staff will provide the necessary level of access to the Courts systems.

H.11 Contractor Project Staff

H.11.1 The Contractor shall not change key Contractor staff (for this solicitation's project team) unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes shall require formal written notice to the Courts. Replacement project staff shall have comparable or greater skills with regard to performance of the project as the staff being replaced and be subject to the provisions of this RFP and any resulting contract.

The Courts reserves the right to require removal or reassignment of the Contractor's project staff found unacceptable.

The Courts may conduct reference checks—and will conduct background checks (See H.9)—on the Contractor's project staff. The Courts reserves the right to reject the Contractor's staff as a result of such reference and background checks.

Notwithstanding anything to the contrary, the Courts shall have the option to terminate the contract, at its discretion, if it is dissatisfied with the Contractor's replacement project staff.

PART II**SECTION I- CONTRACT CLAUSES****I.1 Applicability of General Provisions Applicable to the D.C. Courts Contracts.**

The General Provisions Applicable to D.C. Courts Contracts (Attachment J. 1) shall be applicable to the contract resulting from this solicitation.

I.2. Restriction On Disclosure and Use of Data.

Offerors who include in their proposals data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall so state in their proposal.

I.3 Ethics in Public Contracting.

The Offeror shall familiarize itself with the Court's policy entitled "Ethics in Public Contracting". The offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment J.3.

I.4 Disputes.

Any dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the District of Columbia Courts.

I.5 Laws and Regulations.

All applicable laws, Courts rules, procurement guidelines and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

I.6 Non-Discrimination.

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11(Supp. 2006) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

I.7 Examination of Books and Records.

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

I.8 Record Keeping.

The Contractor shall be expected to maintain complete and accurate records justifying all actual and

accrued expenditures. The Contractor's records shall be subject to periodic audit by the Court.

I.9 Subcontracts.

None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

I.10 Protest.

- I.10.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Director of the Administrative Services Division at:

Administrative Services Division
District of Columbia Courts
700 Sixth Street, N.W., Suite 1248
Washington, D.C. 20001

A protest shall include the following:

- Name, address and telephone number of the protester;
- solicitation or contract number;
- statement of the legal and factual grounds for the protest, including copies of relevant documents;
- Request for a ruling by the Director of the Administrative Services Division; and
- Statement as to the form of relief requested.

I.11 Insurance.

- I.11.1 Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**
- I.11.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollars (\$500,000) per occurrence.
- I.11.3 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers compensation laws of the District.
- I.11.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles):

The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended.

I.12 Cancellation Ceiling.

- I.12.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2017, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

PART III**LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS**

- J.1 General Provisions Applicable to D.C. Courts Contracts**
- J.2 Anti-Collusion Statement**
- J.3 Ethics in Public Contracting**
- J.4 Non-Discrimination**
- J.5 Certification of Eligibility**
- J.6 Tax Certification Affidavit**
- J.7 Certification Regarding a Drug-Free Workplace**
- J.8 District of Columbia Courts Release of Claims**
- J.9 Past Performance Evaluation Form**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1. **Certification Regarding a Drug-Free Workplace.**

K.1.1 Definitions. As used in this provision:

K.1.1.1 "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2 "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.1.1.3 "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.1.4 "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5 "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.1.6 "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

K.1.2 By submission of its offer, the offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed.

K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -

- (i) The dangers of drug abuse in the workplace;

- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;
- K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;
- K.1.2.6 The notice shall include the position title of the employee; and
- K.1.2.7 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Take appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- K.1.2.8 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.
- K.1.3 By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- K.1.4 Failure of the offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-

602-1(a)(2) (i) and (ii).

- K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.1.6 **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

Print Name of Authorized
Representative

Title

Signature of Authorized
Representative

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Proposal Submission and Identification.

- L.1.1 The District of Columbia Courts will not accept a facsimile copy of a proposal as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic offers.

- L.1.2 Proposals shall be submitted in a sealed proposal package. The offeror shall conspicuously mark on the outside of the proposal package the name and address of the offeror and the following:

Solicitation Number: DCSC-23-RFP-106
Caption: Yoga Instruction for DC Court Employees
Proposal Due Date & Time: June 13, 2023 at 3:00p.m

L.1.3 Confidentiality of Submitted Information.

- L.1.3.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

- L.1.3.1.1 *"This proposal includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."*

- L.1.3.2 The specific information within the proposal which the offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:
- L.1.3.2.1 *"Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal".*
- L.1.3.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.
- L.1.4 **Offerors shall be electronically mailed to the following address:**
- Keith.Belle@dccsystem.gov
- L.2 **Proposal Information and Format.**
- L.2.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Work Statement. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.
- L.2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror's capabilities to satisfy the requirements of this RFP.
- L.2.5.1 The offeror shall provide a **comprehensive plan to accomplish the work described in Section "C" - Description/Specifications/Statement of Work.** This shall include:
- L.2.5.1.1 Overall understanding of the RFP requirements.
- L.2.5.1.2 Documentation indicating the capabilities and experience with same or similar type of service.
- L.2.5.1.3 A logical approach to fulfilling the requirements of the RFP.
- L.2.6 Each Offeror must provide the following information in this section:
- L.2.6.1.1 Name, Address, Telephone Number, DUNS Number and federal tax identification number of the offeror;
- L.2.7 **Past Performance:**
- L.2.7.1 The information requested in this section shall facilitate the evaluation of the Offeror's past

performance in delivering the Court's requirements as described herein. Offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

- L.2.7.2 The Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section C. The Offeror shall provide the following information:
- L.2.7.3 References: The offeror shall submit a list of all references for which services of this nature have been provided in the past three (3) years. The list shall include the name, address, telephone number, and e-mail address of the contact person.
- L.2.7.4 In addition, the offeror shall have at least two (2) past performance references complete a Past Performance Evaluation Form (Attachment J.9). This information will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the Period of performance, dollar amount, Timeliness of Performance, Cost Control Business Relations and Customer Satisfaction.
- L.2.7.5 Past performance information will be used for both responsibility determinations and as an evaluation factor against which Offeror's relative ranking will be compared in accordance with the evaluation criteria set forth in Section M. The Court will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP. In determining the rating for the past performance, the Court may give consideration to the contracts, which are relevant to the RFP.
- L.2.7.6 The Court reserves the right to contact the owners of projects known to have been completed within the last three (3) years but not supplied as references, and the information received may be used in the evaluation of past performance.
- L.2.8 **Disclosure.**
- L.2.8.1 This section of the proposal shall include the disclosure information described below:
- L.2.8.1.1 **Disclosure details of any legal action or litigation past or pending against the offeror;**
- L.2.8.1.2 **A statement that the offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and**
- L.2.8.1.3 Documentary evidence (e.g., certificates) that the offeror is authorized to conduct business in the District, and the offeror is current in its tax obligation to the District of Columbia.
- L.2.9 **Price Proposal.**
- L.2.9.1 A separately bound price proposal must be submitted using the format provided in Section "B" of this RFP. The price furnished by the offeror shall be detailed/itemized for the services set forth in Section C. The offeror's price proposal shall become a part of the awarded contract. The offeror's

price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

L.3 Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals.

L.3.1 Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.4 Questions.

L.4.1 Questions concerning this Request for Proposals must be directed by **e-mail** to:

Attn: Keith Belle, Contract Specialist
Administrative Service Division
Procurement and Contracts Branch
700 Sixth Street, NW 12th Floor
Telephone Number: 202-879-5515
Keith.Belle@dccsystem.gov

L.4.2 For further information on submission of questions, please refer to section L.5 of this RFP.

L.5 Explanation to Prospective Offerors.

L.5.1 **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than May 31, 2023, by 3:00 p.m.** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.4. Any substantive information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 Changes to the RFP.

L.6.1 The terms and conditions of this RFP may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

L.7 Contract Award.

L.7.1 The Courts intend to make an award to the responsible offeror whose proposal represents the best value to the Courts taking into consideration the evaluation factors set forth in Section M.

L.7.2 The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of price, technical, and other factors.

L.7.3 Final Proposal Revisions (FPRs).

The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint. However, if discussions are held with offerors, all offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions at the designated date and time. If any modification is submitted, it must be received by the date and time specified and is subject to the "Late Submissions, Modifications, and Withdrawals of Proposals" provisions of this solicitation. After receipt of Final Proposal Revisions, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Courts best interest to do so. If discussions are reopened, the Contracting Officer shall issue an additional request for Final Proposal Revisions to all offerors still within the competitive range.

L.8 Cancellation of Award.

L.8.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.

L.9 Official Offer.

L.9.1 Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

L.10 Certifications, Affidavits, and Other Submissions.

L.10.1 Offerors shall complete and return with their proposal the Representations and Certifications (Attachment J.2 - Anti-Collusion Statement, Attachment J.3 – Ethics in Public Contracting, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace, Attachment J. 9 - Past Performance Form).

L.11 Retention of Proposals.

L.11.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

L.12 Public Disclosure under FOIA.

L.12.1 Trade secrets or proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is

proprietary will have no effect whatsoever.

L.13 Examination of Solicitation.

L.13.1 Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

L.14 Acknowledgment of Amendments.

L.14.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

L.15 Right to Reject Proposals.

L.15.1 The Courts reserve the right to reject, in whole or in part, any and all proposals received as the result of this RFP.

L.18 Contract Type.

L.18.1 This is a Requirements contract.

L.19 Failure to Respond to Solicitation.

L.19.1 In the event that a prospective offeror does not submit an offer in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or postcard whether the prospective offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective offeror's name may be removed from applicable mailing list.

L.20 Signing Offers and Certifications.

L.20.1 Each offer must provide a full business address and telephone number of the offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, an offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the offeror shall submit to the Contracting Officer, the agent's authority to bind the offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

L.21 Errors in Offers.

L.21.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.22 **Authorized Negotiators.**

L.22.1 The offeror shall include in its proposal a statement indicating those persons authorized to negotiate on the offeror's behalf with the District of Columbia Courts in connection with this Request for Proposals: (list names, titles, and telephone numbers of the authorized negotiators). Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

SECTION M- EVALUATION FACTORS

M.1 The Courts intend to make an award or multiple awards to the responsible contractor(s) whose bid represents the best value to the Courts. The evaluation factors are listed below in descending order of importance: Subject Matter Knowledge, Qualification of Contractors, Past Performance and Demonstration. The non-price factors when combined are significantly more important than Price. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint.

M.2 Evaluation Criteria

The evaluation factors set forth below shall be used to evaluate each proposal. The maximum points for technical are 100 total points. The criteria for evaluating the proposals and their respective points are as follows:

Item No.	Evaluation Criteria	Maximum Points
M.2.1	<p>Subject Matter Knowledge:</p> <p>Subject Matter Knowledge will be evaluated on the extent to which the proposal technical solutions will result in high quality services and deliverables that will meet the Courts goals set forth in this solicitation to include:</p> <ul style="list-style-type: none"> A. The Contractors approach to the proposed work. B. Specify the type(s) of yoga instruction proposed. C. The Contractor's length of yoga training experience 	40

M.2.2	<p>Past Performance:</p> <p>The D.C Courts will evaluate the Contractor's past performance based on its reputation for the following:</p> <ul style="list-style-type: none"> A. The services have been provided in contractors of equal or larger size providing similar and/or like service. B. Past Performance Evaluation forms (Attachment J.8) to include information about previously performed services of equal or larger size providing similar and /or services, inclusive of dates of contract. The reference shall address <ul style="list-style-type: none"> 1. Adhering to standards of good workmanship, including the technical business and administrative aspects of performance 2. Timely service delivery, adhering to work schedules and deadlines. 3. Demonstrating a commitment to customer satisfaction and positive working attitude. 	20
M.2.3	<p>Interview Demonstration Process</p> <p>The Contractor's interview shall consist of question from evaluation panel along with a fifteen (15) to twenty (20) minute yoga demonstration to confirm relevant experience.</p> <ul style="list-style-type: none"> A. Contractor shall demonstrate they possess the knowledge and experience required to teach a yoga class. B. Contractor shall demonstrate the ability to interact with and work in cooperation with persons of diverse background and levels of authority. C. Contractor shall possess the attitude conducive to maintaining positive learning environment. 	<p>40</p> <p>100 Point</p>

M.3 Price Evaluation

M.3.1 The Court will not rate score price, but will evaluate each offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the offeror's understanding of the solicitation requirements and the validity of the offeror's approach to performing the work.

Alternative price

Proposals, if considered by the Courts will be evaluated on contract type risk, potential saving, other advantages or disadvantages to the Courts, and the discretion of the government.

M.3.2 Realism the Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. In the evaluation the Courts will consider the following:

- a. Does the proposed price reflect a clear understanding of the requirement?
- b. Does the proposed price for performing various functional service requirements reflect the likely costs to the offeror in performing in the effort with reasonable economy and efficiency?
- c. Is the proposed price unrealistically high or low? Is the proposed price consistent with the technical and management/staffing approach (e.g., if the offeror proposes a staff of x number of people, the price proposal must account for x number of people)?

M.3.3 Reasonableness In evaluating reasonableness, the Courts will determine if the offeror's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business. The assessment of reasonableness will consider the context of the source selection, including current market conditions and other factors that may impact price. In the evaluation the Courts will consider the following:

- a. Is the proposed price(s) for Section B - Supplies or Services and Price /Cost comparable to the independent Courts cost estimate? What is the Courts' independent estimate amount?
- b. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the offeror's technical and management approach?
- c. Are the proposed prices(s) for customer support comparable to competitor's prices under this solicitation?

M.4 Prospective Contractor's Responsibility

M.4.1 In order to receive an award under this RFP, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirement. To be deemed responsible, a prospective contractor must establish that is has:

M.4.1.1 Financial resources adequate to perform the contract, or the ability to obtain them.

M.4.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

M.4.1.3 A satisfactory record of performance.

M.4.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them.

M.4.1.5 The Courts reserve the right to request from prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the courts within the time specified in the request. Failure of an offeror to comply with a request for information may subject the offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or non-responsibility based on available information is insufficient to decide responsibility, the Court's Contracting Officer shall determine the offeror to be non-responsible.